



DEPARTMENT OF LAW  
OFFICE OF THE  
**Attorney General**  
STATE CAPITOL  
Phoenix, Arizona 85007

BRUCE E. BABBITT  
ATTORNEY GENERAL

February 25, 1977

Mr. Otto Gara, Director  
Maricopa County Law Library  
101 West Jefferson Street  
Phoenix, Arizona 85003

LAW LIBRARY  
ARIZONA ATTORNEY GENERAL

Re: 77-51 (R76-503)

Dear Mr. Gara:

Your letter of November 29, 1976, seeks the opinion of this office on the meaning of the word "books" as set forth in A.R.S. § 12-305(B).<sup>1</sup>

A.R.S. § 1-211(B) states "Statutes shall be liberally construed to effect their objects. . .", and A.R.S. § 1-213 mandates that "words . . . shall be construed according to the common and approved use of the language."

In carrying out these instructions, we look first to dictionary definition of "book". Webster's Third New International Dictionary defines it, inter alia, as "a long, systematic literary composition" and further as "something felt to be a source of enlightenment or instruction." The Ballentines Law Dictionary contemporary definition is:

A generic term inclusive of a bound volume, even a very loosely bound volume, sometimes sheets held together by a ring or loop of wire, of such a variety of content as to embrace a body of blank pages on the one hand or the world's greatest literary masterpiece on the other. Any species of publication which an author selects to embody his literary produce and for which he seeks the protection of a copyright.

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1. A.R.S. § 12-305(B) states:

B. The county law library fund shall be used for the purchase of books for a county law library under the direction of a judge of the superior court in and for the county. The monies in the fund shall be paid out only upon the order of the judge directed to the county treasurer.

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Case law defining "book" in the context of a library tome--in contrast to "book" in the contexts of wagering or business record keeping--is almost non-existent.

We have found no case defining the term in a statute similar to A.R.S. § 12-305(B). Indeed the most pragmatic modern definition was set out in United States v. One Obscene Book, 48 F.2d 821 (D.C.S.D.N.Y., 1931). In construing a federal obscenity statute (19 U.S.C. § 1305), the court stated:

[T]he proper view of the meaning of the word "book" [in that statute] is not merely a few sheets of paper bound together in cloth or otherwise, but that a book means an assembly or concourse of ideas expressed in words, the subject-matter which is embodied in the book which is sought to be excluded, and not merely the physical object called a book which can be held in one's hands.  
48 F.2d at 823.

Perhaps the only other significant definition of book appears in mildly archaic form in Stowe v. Thomas, 23 Fed. Cases 201 (C.C.E.D. Pa. 1853). In adjudicating a claim of copyright infringement regarding a German translation of "Uncle Tom's Cabin", the Court held:

Now although the legal definition of a 'book' may be much more extensive than that given by axicographers, and may include a sheet of music as well as a bound volume; yet it necessarily conveys the idea of thought or conceptions clothed in language or in musical characters, written, printed or published.

23 Fed. Cases at 207.

We are mindful of admonitions about statutory construction so cited by our Supreme Court. In Frye v. South Phoenix Volunteer Fire Co., 71 Ariz. 163, 167-168 (1950), the court reiterated that in divining the meaning

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of statutory language, it must look to the "words, context, subject-matter, effects and consequences as well as to the spirit and purpose of the law," and that

. . . the aim of the court likewise should be to give it (the law) a sensible construction such as will accomplish the legislative intent and if possible avoid an absurd conclusion or avoid making the statute invalid. . . .  
(Citation omitted.)

And in Garrison v. Luke, 52 Ariz. 50, 55 (1938), the Supreme Court stated that in ascertaining legislative intent, several factors are considered in combination:

[T]he language used, the object to be accomplished, whether a literal interpretation of the language will lead to an impossibility or an absurdity, the history back of the act, and numerous other matters, no one of which is absolutely controlling as to the intent.  
(Emphasis added.)

Perhaps most significant is the following language from Croaff v. Harris, 30 Ariz. 357, 365 (1926):

Legislatures not infrequently by inadvertence or neglect do some very absurd things. Where, however, the language employed is susceptible of two interpretations, one of which is reasonable and the other unreasonable to the extent of absurdity, it is the duty of the court to adopt that interpretation that conforms to common sense and reason.

We believe that it would indeed be "unreasonable to the extent of absurdity" to construe "books" in A.R.S. § 12-305(B) to mean only e.g. "sheets of paper bound together in cloth or otherwise." Cf. United States v. One Obscene Book, supra, 48 F.2d at 823. An expansive definition of the term is here appropriate to conform to "common sense and reason."

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Surely county law libraries have for years purchased loose-leaf compilation services, microfilms, law reviews, law-oriented magazines and legal newspapers. The county law library that is a repository for only bound pages of law-books would be unworthy of either county financial assistance or State legislative support. The Arizona Legislature (which has amended A.R.S. § 12-305 as recently as 1976 (Ch. 15, 1976 Session Laws)) cannot have intended county law libraries to be severely limited in their ability to provide lawyers and laymen alike with adequate legal research materials.

We therefore conclude that expenditures from the county law library fund to purchase computerized legal research capabilities would be within the purview of sound interpretation of A.R.S. § 12-305(B).

Sincerely,



BRUCE E. BABBITT  
Attorney General

BEB:JAL:jrs

*file* *✓ file w/ 77-51 AGO*

OFFICE OF THE MARICOPA COUNTY ATTORNEY  
CHARLES F. HYDER COUNTY ATTORNEY

400 SUPERIOR COURT BUILDING, 101 W. JEFFERSON, PHOENIX, ARIZONA

April 19, 1978

ATTORNEY GENERAL  
PHOENIX, ARIZONA

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Mr. Otto G. Gara, Director  
Maricopa County Law Library  
Maricopa County, Arizona

Dear Mr. Gara:

Your letter to John A. LaSota, Jr., the Attorney General, has been referred by him to this office for reply.

I understand your problem to be as follows. You originally requested whether A.R.S. §12-305(B), authorizing the library fund to be used to purchase "books," could be applied to rent a computer terminal. The Attorney General in Opinion 77-51, dated February 25, 1977, decided that such a purchase would be a reasonable interpretation of the legislative intent.

Your letter of March 20, 1978, now states that in addition to using fund money to rent the computer terminal, you want to use it to rent a Xerox machine and use its revenues to rent the computer terminal.

On March 9, 1978, the Attorney General extended his definition of the statute to authorize expending library funds to pay the costs of transporting books.

There appears to me to be little difference between transporting books and copying from the books. Both are closely connected with the efficient use of the library facilities. You are especially convincing in your statement that the use of a copying machine expands the use of the library in that users can copy from the books instead of borrowing them and removing them from the shelves.

It is therefore my opinion that library funds may be expended for a Xerox machine to be used to copy library materials.

Very truly yours,

CHARLES F. HYDER  
MARICOPA COUNTY ATTORNEY

*Albert Firestein*

Albert Firestein  
Chief, Civil Bureau

cc John A. LaSota, Jr.  
The Attorney General